

EXHIBIT A

**AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
AND
SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 704,
DETROIT,
MICHIGAN OF THE UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES
OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED
STATES
AND CANADA**

ARTICLE 1

1. This Agreement is made the fifteenth day of June, 2017 and operative the first day of August, 2017 by and between the National Fire Sprinkler Association, Inc. Linthicum Heights, Maryland, and Sprinkler Fitters and Apprentices Local Union No. 704, Detroit, Michigan.
2. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement on whose behalf it is negotiated and executed is attached hereto and made part of hereof.
3. **RECOGNITION**: The National Fire Sprinkler Association, Inc. for and on behalf of contractors it represents that have given written authorization and all other employing contractors becoming signatory hereto, recognize the Union as the sole and exclusive bargaining representative for all Journeymen Sprinkler Fitters and Apprentices in the employ of said Employers, who are engaged in all work as set forth in Article 15 of this Agreement with respect to wages, hours and other conditions of employment pursuant to Section 9(a) of the National Labor Relations Act.

ARTICLE 2

4. This Agreement is entered into in good faith and the subscribers hereto declare their entire willingness to fulfill all requirements contained herein. It is hoped and believed that this Agreement properly respected will tend to remove the causes for industrial strife and bring about a better understanding between employer and employee.
5. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, commitments, representations and undertakings. No change, modification, amendment, variation or waiver of any of the terms and conditions of this agreement, shall be valid unless executed or consented to in writing by a duly authorized representative of the Association and a duly authorized representative of the Local Union. During the term of this

The majority decision of this Board of Arbitration of three shall be final and binding upon the Parties.

The Board of Arbitration must confine itself to the interpretation and application of the Agreement and has no power to alter, change or amend said agreement.

67. If the Employer or the Association has a grievance relative to the interpretation or application of this Agreement, the grievance shall be submitted to the Union in writing by registered or certified mail setting forth the exact date of the grievance, the nature of the grievance and the Article of the Agreement which has been violated.

68. The Union shall meet with the Employer within two working days of receipt of the grievance to discuss said grievance.

69. If the Parties fail to resolve the grievance the Union and the National Fire Sprinkler Association, Inc. with the Employer present, shall meet within four days of notice that the Parties did not resolve the grievance.

70. If the Union and the National Fire Sprinkler Association, Inc. fail to resolve the grievance it shall be submitted to final and binding arbitration as set forth herein.

71. Expense of arbitration shall be shared equally by the Union and the contractor.

72. All grievances to be considered must be submitted within ten (10) days of the occurrence of the alleged grievance.

73. Exceptions may be made to the above procedure and the Union will be free to strike under the following conditions:

1. Non-payment of wages or fringe contributions
2. Employees covered by this contract shall not be required to cross a legally established picket line unless a second gate is established as per Federal Law.

74. LATE FILING CLAUSE: It is agreed that in the event the Employer is delinquent at the end of the period in the payment of his contribution to the Health and Welfare, the Pension Fund, or other Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of each Fund, the employees and/or their representatives shall have the right to take action that may be necessary until such delinquent payments are made; provided however, that such action is subsequent to the Employer receiving notice in writing from the Welfare, Pension and/or Educational Trust Fund Administrator that said contractor is delinquent and it is further agreed that in the event such action is taken, the Employer shall be responsible for any loss incurred by the employees resulting therefrom. The Labor Management Cooperation Committee will review issues developing under this provision.

ARTICLE 18

ARTICLE 27

103. **SUPPLEMENTAL PENSION:** It is mutually agreed that a Sprinkler Fitters and Apprentices Local Union No. 704 Defined Contribution Pension Fund is established for those employees whose wages are covered by this collective bargaining agreement.

104. For the purpose of the support, maintenance and administration of the fund, each contractor who is a party to this agreement shall pay to the fund Seven Dollars (\$7.00) per hour for all hours worked by all employees covered by this Collective Bargaining Agreement effective on and after August 1, 2017.

105. The employer shall not be responsible for any expense or cost beyond this hourly contribution as set forth herein.

106. This fund is created under an Agreement and Declaration of Trust by and between National Fire Sprinkler Association, Inc. and Sprinkler Fitters and Apprentices Local Unions No. 704, Detroit. There shall be an equal number of Association and Union Trustees, appointed by the respective parties to this Agreement. It shall be the duty of the trustees to administer the Agreement and Declaration of Trust in accordance with Federal and State Laws and to take all necessary steps to carry out the legal operation of the fund.

107. The Employers bound by this Agreement do hereby join in and subscribe to the Agreement and Declaration of Trust of the Sprinkler Fitters and Apprentices Local 704 Defined Contribution Pension Fund and agree to be bound by any amendments thereto.

107-A. Employers party to this Agreement shall submit contributions to the Sprinkler Fitters and Apprentices Local 704 Defined Contribution Pension Fund on or before the 15th day of the month following the calendar month in which the hours were worked.

ARTICLE 28

108. This Agreement shall be from August 1, 2017 to July 31, 2022.

ARTICLE 29

109. **SAVINGS CLAUSE:** In accordance with the intent and agreement of the parties, the provisions of this Collective Bargaining Agreement shall be interpreted and construed in a manner which is consistent with all applicable Federal and State laws. In the event, however, that any article or provision to this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative or judicial branch of the Federal or any State government, the Employer and the Union shall suspend the operation of such article or provision during the period of its invalidity and shall substitute, by mutual consent in its place and stead, an article or provision

Dated this 29th day of June, 2017

NATIONAL FIRE SPRINKLER ASSOCIATION, INC.



SPRINKLER FITTERS AND APPRENTICES LOCAL UNION NO. 704
DETROIT, MICHIGAN


